bequest to "Lady ————" was not to be supplemented by parol and *Baylis* v. *Attorney General,* 2 Atk. 239, is to the same effect. Such an expression in a will would seem the equivalent of a *complete* blank as denoting that the testator had not yet decided upon the legatee. Yet the court allowed affidavits to help expain which of three granddaughters the testator intended should take under devise to "my granddaughter ————." *Goods of Hubbuck,* 92 L. T. N. S. 665.

If, in the principal case, the word "him" may be construed as a blank space (see cases *supra*) or as if description had been omitted by mistake or inadvertence (*Engelthaler* v. *Engelthaler,* 196 Ill. 230; *Karsten* v. *Karsten,* 254 Ill. 480; *Hawman* v. *Thomas,* 44 Md. 30; *Davis* v. *Davis,* 8 Mo. 56; *Crooks* v. *Whitford,* 47 Mich. 283; 1 JARMAN, WILLS, [3rd Am. Ed.] c. 14, p. 350) the holding is undoubtedly supported by the weight of authority. But the right so to disregard a personal pronoun is seriously challenged by the opinion in *Eichorn* v. *Morat,* 175 Ky. 80, 193 S. W. 1013. In that case the testatrix made a will of one paragraph which contained no other designation of the beneficiary than was supplied by the term "he." The court advanced, in part, the following interpretation to justify the admission of extrinsic evidence: "In the instant case it would be wholly incompetent to show by extrinsic proof that the testatrix meant by the use of the personal pronoun "he" a female to whom the word used did not apply * * * It (to ascertain by extrinsic proof the person here referred to) does no violence to the rule against the substitution of a devisee when none is mentioned. * * * It is true that in the case we now have the pronoun "he" which the testatrix employed might be applied to a great many persons, but when it is remembered that * * * the same might be said with reference to the name "John" * * * we are unable to distinguish and logical reason why the rule should not be applied in the one case as well at the other * * * The two cases exhibit a difference in degree only, and not in kind."

WORK AND LABOR—CONTRACT TO PAY BY LEGACY—RIGHTS OF LEGATEE. P worked as a servant for D's testator under an express agreement that her services would be compensated by a legacy. P declined to accept the legacy provided by the testator and sued for the reasonable value of her services. *Held,* P could recover. *Shemetzer* v. *Broegler,* (N. J. 1918) 105 Atl. 450.

Recovery was allowed under similar circumstances in *Reynolds* v. *Robinson,* 64 N. Y. 589, the court holding that plaintiff could accept the legacy and also maintain suit for the difference between the legacy and the reasonable value of the services. But in *Lee's Appeal,* 53 Conn. 363, it was held that any legacy, however small, complied with the terms of the contract and precluded recovery on the basis of a *quantum meruit.* The New York case and the instant case in effect enunciate the same rule, which may be called the rule of reasonable construction. The Connecticut case enunciates the rule of strict construction; it enforces the contract exactly as made by the parties and refuses to read into the contract any terms not incorporated therein by the parties. The courts would have avoided much difficulty in application if the doctrine of strict construction had been consistently maintained. The New York court

has in other types of cases shown marked liberality in reading into an otherwise absolute contractual provision the word 'reasonable' or its equivalent; for example, in the builders' contract cases where an architect's certificate is stipulated for it has been held that the production of such certificate is excused when it is disclosed that the architect has refused unreasonably or capriciously. *Bowery National Bank* v. *The Mayor, etc. of New York,* 63 N. Y. 336; *Nolan* v. *Whitney,* 88 N. Y. 648. This doctrine has been generally followed. *Batchelor* v. *Kirkbride* 26 Fed 899; *Michaelis* v. *Wolf,* 136 Ill. 68; *Chism* v. *Schipper,* 51 N. J. L. 1. New York has also shown liberality where an action is brought on an insurance policy which provided for a certificate of a specific person as a condition precedent to the recovery of a loss under the policy, *Lang* v. *Eagle Fire Co.,* 12 App. Div. 39, where the certificate of the notary living nearest the place of fire was required, and it was held that on his refusal to act it was sufficient if the insured furnished to the insurer a certificate of the nearest notary who consents to act. This decision, however, is out of accord with the great weight of authority. *Worsley* v. *Wood,* 6 T. R. 710; *Johnson* v. *Phoenix Insur. Co.,* 112 Mass. 49; *Columbia Insur. Co.* v. *Lawrence,* 35 U. S. 10; *Protection Insur. Co.* v. *Pherson,* 5 Ind. 417; *Leadbetter* v. *Etna Insur. Co.,* 13 Me. 265. In view of the fact that it is the duty of courts to enforce the contracts as made by the parties and not to make or change their contracts, the strict rule of *Lee's Appeal, supra,* seems preferable to that of the instant case.